

**REMARKS****I. General**

Claims 1-18 and 20 are pending, and all are rejected by the Final Office Action, mailed December 17, 2004. Claims 10-12, 16, 17, and 20 are currently amended. Claim 19 is canceled without prejudice. The issues in the Final Office Action are:

- Claims 10, 11, 17, and 20 are rejected under 35 U.S.C. § 112, second paragraph, as being indefinite.
- Claims 1-20 are rejected under 35 U.S.C. § 102(b) as being anticipated by “Smart Internet Usage: Installation and Configuration Guide,” November 1999 (hereinafter, *SIU*).

Applicant hereby traverses the outstanding rejections and requests reconsideration and withdrawal in light of the remarks and amendments contained herein.

**II. Claim Amendments**

Claims 10, 17, and 20 are amended to recite, in part, “after completion,” rather than “after substantial completion.” The amendments do not add new matter or issues, nor do they narrow the scope of the claims.

Claim 11 is amended to recite, in part, “directly after selection” rather than “in proximity to selection.” The amendment merely clarifies the claim language, and, therefore, does not add new matter or new issues, nor does it narrow the scope of the claim. Support may be found at page 18, lines 3-9 of the specification.

Claim 12 is amended to include the limitation recited in claim 19; thus, no new matter is added. Further, because claim 19 has been presented before, the amendment introduces no new issues.

Claim 16 is amended to recite, in part, “said user interface tool,” in order to make it consistent with the limitations of base claim 12. No new matter or issues are introduced, and the amendment does not narrow the scope of the claim.

### **III. Claim Rejections Under 35 U.S.C. § 112**

On page 2 of the Final Office Action, claims 10-11, 17, and 20 are rejected under 35 U.S.C. § 112, second paragraph, as being indefinite. Specifically, claims 10, 17, and 20 are rejected for use of the term, “substantial,” and claim 11 is rejected for use of the term, “in proximity.” Applicant has amended claims 10, 17, and 20 to recite, in part, “after completion,” rather than “after substantial completion.” Applicant has amended claim 11 to recite, in part, “directly after selection” rather than “in proximity to selection.” It is believed that the claims are definite under 35 U.S.C. § 112, second paragraph. Accordingly, it is respectfully requested that the 35 U.S.C. § 112, second paragraph, rejection of claims 10-11, 17, and 20 be withdrawn and those claims passed to issue.

However, Applicant believes that the original language of the claims is clear when read in view of the specification. For example, while the specification does not use the term, “substantial,” it does describe embodiments that conform to the limitations of claims 10, 17, and 20. See, for example, page 12, last paragraph, of the specification, which recites:

“Accordingly, the illustrated embodiment of improved data collector wizard 200 displays customization option screen 300G in response to an operator’s acknowledgment of completion of creating a desired data collector.”

One of skill in the art would be able to read the specification and claims 10, 17, and 20 and understand the scope of the invention based, at least, on the above-quoted passage. See M.P.E.P. §2173.05(b).

Further, while the specification does not use the phrase, “in proximity to,” one of skill in the art would be able to understand the scope of the claim when read in light of the specification. For instance, see page 15, second paragraph, of the specification, which recites:

“Accordingly, an embodiment of the present invention may provide information with respect to completing configuration of various attributes of a software object where a corresponding aspect is initially selected. For example, the present invention may provide information with respect to configuring an encapsulator in association with a select encapsulator screen, such as providing information and an external process link button on select encapsulator screen 300C or providing a screen with information and an

external process link button on a screen following select encapsulator screen 300C.”

One of skill in the art would be able to read this passage from the specification and be able to understand the scope of the claim. See M.P.E.P. §2173.05(b). Accordingly, Applicant believes that such terms are clear when read in view of the specification.

Moreover, although the terms, “substantial,” and “in proximity to,” are not expressly used in the specification, the claimed subject matter is part of the disclosure and may be properly relied upon as such. M.P.E.P. §608.01(l) states that the Applicant may rely on the original claims to establish a disclosure if their content justifies it. The original claims recite the terms, “substantial,” and “in proximity to,” and their subject matter, when taken with the written description and drawings, is not indefinite. Thus, Applicant respectfully submits that claims 10, 11, 17, and 20 satisfy the requirements of 35 U.S.C. § 112, second paragraph.

Although the claims as originally filed were definite under 35 U.S.C. § 112, second paragraph, Applicant has amended the claims to further clarify the foregoing and thereby expedite issuance of the claims. Applicant respectfully requests removal of the rejection.

#### **IV. Claim Rejections Under 35 U.S.C. § 102**

On pages 3-6 of the Final Office Action, claims 1-20 are rejected under 35 U.S.C. § 102(b) as being anticipated by *SIU*. Claim 19 is canceled.

##### **A. Claims 1-11**

To anticipate a claim under 35 U.S.C. § 102, a reference must teach every element of the claim, see M.P.E.P. § 2131. Moreover, in order for a prior art reference to be anticipatory under 35 U.S.C. § 102 with respect to a claim, “[t]he identical invention must be shown in as complete detail as is contained in the . . . claim,” see M.P.E.P. § 2131, citing *Richardson v. Suzuki Motor Co.*, 9 U.S.P.Q.2d 1913 (Fed. Cir. 1989).

Claim 1 recites, in part, “an information communication link to a software object editor, said link providing information with respect to said software object created by said software object creation process.” *SIU* does not teach the above-quoted feature of claim 1. The Final Office Action relies upon the wizard and the configuration server disclosed at

pages 16-17 and 51-52 of *SIU* as teaching the feature; however, neither the wizard nor the configuration server is the same as a software object editor.

Pages 16-17 of *SIU* teach part of a creation process, wherein the type of collector to be created is selected. However, the collector creation wizard is a creator, not an editor. For instance, on page 16, the Collector Wizard dialog box states, “The next few screens will assist you in creating a simple collector from a variety of sources.” Thus, *SIU* focuses on the creation operation facilitated by the wizard. *SIU* does not teach that the wizard performs editing functions. In contrast, the language of claim 1 clearly recites a creation process and a software object editor in the user interface tool. The wizard is not a software object editor, as asserted in the Response to Arguments section of the Final Office Action. Thus, the first passage teaches a creation process, not a “communication link to a software object editor.”

Further, the configuration server is not a software object editor. While the passage teaches contacting a configuration server, that contact is not the same as “an information communication link to a software object editor,” as claim 1 recites, because the configuration server is not a software object editor. It should be noted that while the configuration server has the word, “configuration” in its name, it is not an editor, but rather, is a utility that allows access to a wide variety of programs for setting up a Smart Internet Usage program. See the diagram on page 50 of *SIU*, which depicts various programs that may be accessed through the configuration server but does not depict the configuration server as a software object editor. Further, *SIU* does not teach that the configuration server performs software object editor functions. Thus, the first cited passage of *SIU* does not teach the above-quoted feature of claim 1 because neither the wizard nor the configuration server is a software object editor.

The second cited passage (pages 51-52 of *SIU*) teaches contacting the configuration server from a variety of programs, which is not the same as “an information communication link to a software object editor,” as claim 1 recites. As explained above, contacting the configuration server is not the same as the above-quoted feature of claim 1 because the configuration server is not, itself, a software object editor. Thus, the second cited passage does not teach the above-quoted feature of claim 1. Accordingly, *SIU* does not teach or suggest, “an information communication link to a software object editor, said link providing information with respect to said software object created by said software object creation process,” as claim 1 recites.

Dependent claims 2-11 each depend either directly or indirectly from independent claim 1 and, thus, inherit all of the limitations of independent claim 1. Thus, *SIU* does not teach or suggest all claim limitations of claims 2-11. It is respectfully submitted that dependent claims 2-11 are allowable at least because of their dependence from claim 1 for the reasons discussed above. Accordingly, Applicant respectfully requests removal of the rejection of claims 1-11.

#### B. Claims 12-18

Amended claim 12 recites, in part, “repeating said providing guidance to said user, said providing information to said user, and providing information to said software object editor to thereby provide continuous configuration of a plurality of software objects.” *SIU* does not teach the above-quoted feature of claim 12. The Final Office Action cites section 4.1.1 at page 16-17 of *SIU* as teaching the feature; however, that assertion is incorrect. That section does not mention or teach the repeating step recited above. It appears from comments on page 9 of the Final Office Action (that are directed at claim 20) that the Final Office Action asserts that the “previous” button on the wizard interface provides the repeating feature. The “previous” button does not provide such a feature. The “previous” button allows a user who has made a mistake or changes his mind to return to a previous screen and change the choice before the creation step for a given collector is finished. See page 16, first paragraph, of *SIU*. Thus, the user can change some erroneous settings in the wizard before a collector is created; however, the processes of claim 12 are not repeated “to thereby provide continuous configuration of a plurality of software objects,” as recited by claim 12. Therefore, the above-recited feature of claim 12 is not taught by *SIU*.

Dependent claims 13-18 each depend either directly or indirectly from independent claim 12 and, thus, inherit all of the limitations of independent claim 12. Thus, *SIU* does not teach or suggest all claim limitations of claims 13-18. It is respectfully submitted that dependent claims 13-18 are allowable at least because of their dependence from claim 12 for the reasons discussed above. Accordingly, Applicant respectfully requests removal of the rejection of claims 12-18.

**C. Claim 20**

Further, claim 20 recites, in part, “wherein said data collector configuration option process also includes a user selectable option to repeat operation of said data collector creation process.” The Final Office Action cites pages 16-17 of *SIU* as teaching the above-quoted feature of claim 20. However, the cited passage does not teach the feature. It appears from comments on page 9 of the Final Office Action that the Final Office Action asserts that the “previous” button on the wizard interface provides the repeating feature. The “previous” button does not provide such a feature. The “previous” button allows a user who has made a mistake or changes his mind to return to a previous screen and change the choice before the creation step for a given collector is finished. See page 16, first paragraph, of *SIU*. Thus, the user can change some erroneous settings in the wizard before a collector is created, thereby redoing some portions of a single creation process; however, the data collector creation process is not repeated by the “previous” button.

Further, pages 16-17 of *SIU* recite, “Also from this screen, besides starting to create a new collector, you have the option of controlling an existing one.” Thus, the passage teaches beginning the creation process and controlling an already-created collector, but it does not teach “a user selectable option to repeat operation of said data collector creation process” because it does not teach that the screen on page 16 is displayed in response to a previous creation process. In other words, while a user may begin a creation process, the passage does not teach that it is a “repeat operation.” Accordingly, *SIU* does not teach, “wherein said data collector configuration option process also includes a user selectable option to repeat operation of said data collector creation process,” as recited by claim 20. Therefore, Applicant respectfully requests removal of the rejection of claim 20.

**V. Conclusion**

In view of the above, each of the presently pending claims in this application is believed to be in immediate condition for allowance. Accordingly, the Examiner is respectfully requested to pass this application to issue.

Applicant believes no fee is due with this response. However, if a fee is due, please charge our Deposit Account No. 08-2025, under Order No. 10012513-1 from which the undersigned is authorized to draw.

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EV482745052US, in an envelope addressed to: MS AF, Commissioner for Patents, PO Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Date of Deposit: February 17, 2005

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